

APPENDIX V

NON-DISCLOSURE AGREEMENT

This Agreement entered into this 22 day of JUNE 1993, by and between GlobalLink Communications, Inc., with a principal office in Irvine, California ("GlobalLink") and Leonard - Dan Holzer located in 33700 Mission Blvd #731
Van Nuys CA 91507

- A. Each party, as "Receiving Party", wishes to obtain from the other party as "Disclosing Party" certain information considered proprietary by Disclosing Party (the "Information").
- B. Disclosing Party is willing to make available the Information on a confidential basis upon receipt of certain assurances from Receiving Party.
- C. Receiving Party wishes to enter into this Agreement as an inducement for Disclosing Party to make available the Information.

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, Disclosing Party and Receiving Party agree as follows:

1. Receiving Party agrees to hold in confidence any and all Information that has been or will be disclosed, directly or indirectly, to Receiving Party except:
 - (a) Information which at the time of disclosure is in the public domain;
 - (b) Information which after disclosure is published or otherwise becomes a part of the public domain through no fault of Receiving Party (only after, and only to the extent that, it is published or otherwise becomes part of the public domain);
 - (c) Information which Receiving Party can show was in its possession (as evidenced by Receiving Party's written records) at the time of disclosure and was not acquired, directly or indirectly, from Disclosing Party or from a third party under a continuing obligation of confidence; and
 - (d) Information which Receiving Party can show was received by it (as evidenced by Receiving Party's written records) after the time of disclosure hereunder from a third party who did not acquire it, directly or indirectly, from a Disclosing Party under a continuing obligation of confidence.

For the purpose of this Paragraph 1, disclosures made to Receiving Party which are specific, (e.g., as to engineering and design practices and techniques, equipment, products, operating conditions, sales information, etc.) shall not be deemed to be within the foregoing exceptions merely because they are embraced by general disclosures in the public domain or in the possession of the Receiving Party. In addition, any combination of features shall not be deemed within the foregoing

exceptions merely because individual features are in the public domain or in the possession of Receiving Party, but only if the combination itself and its principal of operation are in the public domain or in the possession of Receiving Party.

2. Receiving Party agrees that it will not, without the written permission of Disclosing Party, use the information held in confidence by Receiving Party under Paragraph 1 hereof for any purpose other than as described in Recital "A" of this Agreement.
3. Receiving Party will disclose the Information provided hereunder solely to its employees necessary to carry out the purposes set forth in Recital "A", and who are familiar with the terms and conditions of this Agreement.
4. Upon completion of the purposes for which Information hereunder is provided, Receiving Party agrees to immediately return all documents and copies thereof, and notes made from the documents provided, to Disclosing Party.
5. Disclosing Party and Receiving Party agree that there is created herein a confidential relationship, and the covenants and agreements herein contained will be binding upon and inure to the benefit of their successors and/or assigns and their employees and agents.
6. Nothing contained in this Agreement or by operation of law shall be construed as:
 - (a) granting or conferring any rights, by license or otherwise, either expressly or by implication, estoppel or any other manner, to or for inventions or patent rights or copyrights by virtue of this Agreement; or
 - (b) granting or conferring any license or right with respect to any trademark, trade or brand name, the corporate name of either party hereto, or the corporate name of a subsidiary of either party hereto, or any other name or mark or any contraction, abbreviation or simulation thereof.
7. This Agreement shall expire three (3) years from the date of the last item of Information to be provided hereunder.
8. This Agreement shall be governed by the laws of the State of California.

GlobalLink Communications, Inc.

By: John E. Sherwood

Title: VP - SALES

Date: 6/22/93

Place: IRVINE, CA.

By: [Signature]

Title: President

Date: 6/22/93

Place: Irvine, CA